

STATE OF MAINE
SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT

LAW COURT DOCKET NO. PEN-26-137

LUCAS D. NASH,

Plaintiff/Appellant

v.

STEPHEN E. OXLEY,

Defendant/Appellee

BRIEF OF APPELLEE STEPHEN E. OXLEY

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STATEMENT OF FACTS

Plaintiff's complaint alleges that Plaintiff Lucas D. Nash owns real estate located at 56 South Levant Road, Levant, Maine. Complaint, ¶ 1. On May 6, 1981, the then-owner of the 56 South Levant Road real estate (Nash's alleged predecessor-in-title) took out a mortgage on the property. Complaint, ¶ 7. In 1985, the mortgagee assigned its interest to Edward E. Oxley. Complaint, ¶ 8. Nash alleges that the mortgage obligation "has been satisfied for decades" but the mortgage "remains unreleased of record, clouding title." Complaint, ¶ 18. Nash's complaint alleges that Defendant Stephen E. Oxley and two other named defendants, Joshua Oxley and Kirk Small, Jr. (who are not parties to this appeal) are heirs of the late Edward E. Oxley. Complaint, ¶ 2. Nash alleged that as heirs and successors to Edward E. Oxley's estate, Defendants bore responsibility for ensuring that the estate's obligations were properly administered, including removal of satisfied encumbrances from land records. Complaint, ¶ 10. On September 26, 2025, Nash's attorney sent demand letters via certified mail to the Defendants "advising them of the undischarged mortgage" and demanding the execution and return of a discharge of mortgage. Complaint, ¶¶ 12-14. When Defendants failed to comply with that demand, Nash filed suit. Nash's complaint included three counts for relief: I. Declaratory Judgment under 14 M.R.S. §§ 5951-5963; II. Quiet Title under

14 M.R.S. § 6651 et seq.; and III. Recovery of Costs and Attorney's Fees under 33 M.R.S. § 551.

Stephen Oxley filed a motion to dismiss Nash's complaint against him under M.R.Civ.P. 12(b)(6) for failure to state a claim upon which relief may be granted. The Superior Court granted that motion on January 13, 2026. Nash filed a motion for reconsideration of that order and also sought leave to amend his complaint to add further factual details regarding the death of Edward Oxley and the relationship between Edward Oxley and Stephen Oxley. The court denied the motion for reconsideration on February 23, 2026. As to the request to amend the complaint, the court held that because the court previously dismissed the complaint as to Stephen Oxley, there was no complaint to amend, but noted that "the dismissal was without prejudice and Plaintiff may file a new complaint." Nash filed the present appeal on March 12, 2026 after stipulating to the dismissal with prejudice of his claims against Joshua Oxley and obtaining a default judgment against Kirk Small, Jr. Thus, the present appeal relates only to Nash's claims against Stephen Oxley.

ISSUES PRESENTED FOR REVIEW

- I. WHETHER THE SUPERIOR COURT PROPERLY HELD THAT NASH’S COMPLAINT FAILED TO STATE A CLAIM AGAINST STEPHEN OXLEY AS A MATTER OF LAW.**
- II. WHETHER NASH’S COMPLAINT FAILED TO STATE A CLAIM BECAUSE HE DID NOT ALLEGE THAT STEPHEN OXLEY WAS THE OWNER OF THE MORTGAGE THAT NASH SOUGHT TO HAVE DISCHARGED.**
- III. WHETHER NASH’S COMPLAINT WAS BARRED BY THE STATUTE OF LIMITATIONS.**
- IV. WHETHER NASH’S CLAIM UNDER 33 M.R.S. § 551 WAS PROPERLY DISMISSED BECAUSE NASH DID NOT ALLEGE THAT STEPHEN OXLEY WAS THE OWNER OF THE MORTGAGE AT THE TIME THAT IT WAS DISCHARGED OR A SERVICER OF THE MORTGAGE AT THAT TIME.**

LEGAL ARGUMENTS

- I. THE SUPERIOR COURT CORRECTLY DETERMINED THAT PLAINTIFF’S COMPLAINT FAILED TO STATE A CLAIM UPON WHICH RELIEF COULD BE GRANTED AGAINST STEPHEN OXLEY AS A MATTER OF LAW.**

A. Standard of review.

When reviewing the Superior Court’s dismissal of a complaint based on Rule 12(b)(6), this Court “review[s] the legal sufficiency of the complaint de novo, viewing the alleged facts in the light most favorable to the plaintiff to determine whether it sets forth elements of a cause of action or alleges facts that would entitle the plaintiff to relief under some legal theory.” *Keegan v. Est. of Bradbury*, 2025

ME 13, ¶ 6, 331 A.3d 394 (citations omitted). The Court is not bound to accept legal conclusions stated in a complaint. *Id.* (citation omitted).

B. Nash’s complaint did not state a claim because he failed to allege that Stephen Oxley was the owner of the mortgage that Nash sought to have discharged.

The trial court correctly noted that to state a claim against Stephen Oxley, Nash must at a minimum allege facts sufficient to find a legal relationship between Nash and Stephen Oxley. As the Court found, Nash did not allege facts establishing a contractual relationship between himself and Stephen Oxley that would give rise to a duty for Stephen Oxley to issue a discharge of mortgage. Nor did Nash allege that Stephen Oxley actually inherited the promissory note and mortgage from Edward Oxley; rather, Nash simply alleged that Stephen Oxley is an “heir” of Edward Oxley.

Nash’s Complaint contained no allegations about who would now be the legal owner of the mortgage, either under the terms of Mr. Oxley’s will or by other non-probate succession. Rather, Nash simply named every living descendant of Edward E. Oxley who did not agree to sign off on discharging the mortgage. The mere fact that he is descended from Edward Oxley does not give Stephen Oxley legal ownership of the mortgage held by Edward Oxley during his lifetime. Simply because Nash couched his claim in terms of declaratory judgment and quiet title does not relieve him of the burden of pleading facts sufficient to support the

existence of a claim or controversy with respect to the particular defendants named in his lawsuit, and he failed to do so.

Nash further ignored the fact that a declaratory judgment action requires a justiciable controversy between the parties. In the absence of any contract between the parties or any ownership of the debt/mortgage by Stephen Oxley, there simply is no controversy between Nash and Stephen Oxley. Likewise, Nash did not allege that Stephen Oxley claimed an interest in Nash's real property such that a quiet title action would lie. Nash asked the court to infer that because other "heirs" of Edward Oxley executed a discharge acknowledging "full satisfaction" of the debt, the complaint plausibly alleged satisfaction of the debt and the propriety of naming heirs who claim or may claim interest through the undischarged record assignment. That logic does not follow, however, because there are any number of reasons that other alleged "heirs" may have agreed to sign discharges, even if they had no legal obligation to do so. Perhaps they were offered monetary compensation for their signatures, or simply didn't want to risk being named in a lawsuit and being forced to incur legal fees to defend against that suit. The mere fact that other "heirs" signed discharges is irrelevant to the legal merits (or lack thereof) of Nash's claims. More fundamentally, an "heir" (in the absence of any other legal relationship to the promissory note or mortgage) is not a person who may legally discharge a mortgage. 33 M.R.S. § 551 provides, in relevant part:

A mortgage only may be discharged by a written instrument acknowledging the satisfaction thereof and signed and acknowledged by the mortgagee or by the mortgagee's duly authorized officer or agent, personal representative or assignee...

Stephen Oxley is not Edward Oxley's duly authorized officer or agent, personal representative, or assignee of the mortgage; thus, Stephen Oxley has no legal obligation to discharge the mortgage, or liability for failing to do so upon demand.

C. Nash's complaint was barred by the statute of limitations.

In addition to failing to state a legal claim upon which relief could be granted, Nash's claim was barred by the statute of limitations, 18-C M.R.S. § 3-803, as it was not brought within nine months after Edward Oxley's death. Section 3-803 provides that:

All claims against a decedent's estate that arose before the death of the decedent, including claims of the State and any subdivision of the State, whether due or to become due, absolute or contingent, liquidated or unliquidated, founded on contract, tort or other legal basis, if not barred earlier by another statute of limitations or nonclaim statute, are barred against the estate, the personal representative and the heirs and devisees and nonprobate transferees of the decedent, unless presented within the earlier of the following:

A. Nine months after the decedent's death; or

B. The time provided by section 3-801, subsection 2 for creditors who are given actual notice, and the time provided in section 3-801, subsection 1 for all creditor barred by publication.

Subsection B does not apply here; therefore, the statute of limitations expired nine months after Edward Oxley's death. Mr. Oxley died on May 29, 2020, and the

informal probate of his estate was closed on June 22, 2022. See Penobscot County Probate Court, Docket No. 2020-451. This Court may take judicial notice of the Probate Court's records pursuant to M.R.Evid. 201. See *Currier v. Cyr*, 570 A.2d 1205, 1208 (Me. 1990) (court may take judicial notice of official court record).

Although the general rule is that a court may not consider matters outside the pleadings on a motion to dismiss, a “narrow exception allows a court to consider official public documents, documents that are central to plaintiff's claim, and documents referred to in the complaint ... when the authenticity of such documents is not challenged.” *Moody v. State Liquor & Lottery Comm'n*, 2004 ME 20, ¶ 10, 843 A.2d 43. Because Edward Oxley died more than five years before the present case was brought, this case against his “heirs” is expressly barred by the statute of limitations in 18-C M.R.S. § 3-803.

Nash attempted to distinguish his claim from a creditor's claim against a decedent's estate; however, that distinction is not warranted by the language of Section 3-803. Rather, Section 3-803, by its plain language, bars “**all**” claims against heirs of a decedent “founded on contract, tort or **other legal basis**” (emphasis added) unless presented within nine months after the decedent's death. Since Nash's claim was brought over five years after the death of Edward E. Oxley (and over three years after probate was closed on Mr. Oxley's estate), it is expressly barred by Section 3-803 and dismissal may be upheld on that basis.

D. Nash’s claim under 33 M.R.S. § 551 was properly dismissed because Nash did not allege that Stephen Oxley was the owner of the mortgage at the time that it was discharged or a servicer of the mortgage at that time.

Stephen Oxley specifically moved to dismiss Count III of Nash’s Complaint, which sought to recover costs and attorney’s fees pursuant to 33 M.R.S. § 551, on grounds that Nash was not entitled to relief under that statute as a matter of law. Nash does not address the dismissal of Count III in his appeal brief; therefore, he has not preserved that issue for appeal. See *Estate of Hoch v. Stifel*, 2011 ME 24, ¶ 38, 16 A.3d 137 (noting that “issues not raised or briefed on appeal are deemed abandoned or unpreserved”). Nonetheless, Oxley addresses this issue in an abundance of caution.

Nash alleged that he made demand on the three defendant heirs of Edward Oxley for discharge of the mortgage, which defendants failed to provide, as required by Section 551.

33 M.R.S. § 551 provides, in relevant part:

A mortgage only may be discharged by a written instrument acknowledging the satisfaction thereof and signed and acknowledged by the mortgagee or by the mortgagee’s duly authorized officer or agent, personal representative or assignee...As used in this paragraph, the term “mortgagee” means both the owner of the mortgage at the time it is satisfied and any servicer who receives the final payment satisfying the debt. If a release is not transmitted to the registry of deeds within 60 days, the owner and any such servicer are jointly and severally liable to an aggrieved party for damages...The mortgagee is also liable for court costs and reasonable attorney’s fees in any successful action to enforce the liability imposed under this paragraph.

Thus, by its express terms, Section 551 imposes liability for failure to provide a mortgage release on only the mortgagee, defined as the owner of the mortgage at the time it is satisfied and any servicer at that time. Stephen Oxley was not alleged to be either. Indeed, as noted in Section I(b) above, “heirs” of a mortgagee cannot legally discharge a mortgage, as the statute provides a discharge must be signed by the mortgagee or his “duly authorized officer or agent, personal representative, or assignee.” As such, Stephen Oxley could not be held liable under Section 551 for failing to provide a mortgage discharge and Count III of Nash’s complaint was properly dismissed.

CONCLUSION

For the foregoing reasons, this Court should affirm the dismissal of Plaintiff Lucas Nash’s Complaint against Defendant Stephen Oxley.

Dated at Bangor, Maine this _____ day of July, 2026.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the within brief was served electronically to all appearing parties.

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